

## AGREEMENT:

This Agreement describes the terms governing your use of the software / services provided to you on this website, including content, updates and new releases, (collectively, the “Services”). It includes by reference.

- K. P. Soft Services's Privacy Statement provided to you in the Services available on the website or provided to you otherwise.
- Additional Terms and Conditions, which may include those from third parties.
- Any terms provided separately to you for the Services, including product or program terms, ordering, activation, payment terms, etc.

## YOUR RIGHTS TO USE THE SERVICES:

The Services are subject to copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by K. P. Soft Services. K. P. Soft Services reserves all other rights in the Services. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, K. P. Soft Services grants to you a personal, limited, nonexclusive, non-transferable right and license to use the Services.

You agree not to use, nor permit any third party to use, the Services or content in a manner that violates any applicable law, regulation or this Agreement. You agree you will not.

- Provide access to or give any part of the Services to any unauthorized third party.
- Reproduce, modify, copy, deconstruct, sell, trade or resell the Services.
- Make the Services available on any file-sharing or application hosting service.

## PAYMENT:

For Services offered on a payment or subscription basis, the following terms apply, unless K. P. Soft services or its vendor(s) notifies you otherwise in writing. This Agreement also incorporates by reference and includes program ordering and payment terms provided to you on the website for the Services.

- Payments will be billed to you by K. P. Soft Services and/or its vendor(s) in INR, U.S. Dollars, or other currencies which may be made available (plus any and all applicable taxes, including without limitation VAT and GST) as shown in the product ordering and subscription terms, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Services.
- You must pay with one of the following.
  1. A valid credit card acceptable to K. P. Soft Services and/or its vendor(s);
  2. A valid debit card acceptable to K. P. Soft Services and/or its vendor(s);
  3. In countries where accepted by K. P. Soft Services, sufficient funds in a checking or savings account to cover an electronic debit of the payment due;
  4. By another payment option K. P. Soft Services and/or its vendor(s) provides to you in writing.
- If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services.

- If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of your service, K. P. Soft Services and/or its vendor(s) may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.
- K. P. Soft Services and/or its vendor(s) may automatically renew, generate bills for your monthly, quarterly, or annual Services at the prevailing rates, unless the Services are cancelled or terminated under this Agreement.
- Additional cancellation or renewal terms may be provided to you on the website for the Services.
- All authorized refunds will be made in the original form of payment to K. P. Soft Services or its vendor(s).

## **REFUND POLICY:**

NOTE: Our product being a service, is not a tangible, or stockable thing. When you pay, you receive the service. Before you pay for new product, you get 30 day trial period. And for updates you pay only if you want receive update. This way refund is not available when service is already rendered.

- 1) **NEW PURCHASE:** K. P. Soft Services provides a free 30-day trial available (Only for new prospected Clients) in order to enable you to experience the product prior to purchase, and fully satisfy yourself as to its suitability for your business. During Trial period service visit (on-demand) will be provided on chargeable basis, and non-refundable basis. (However, such trail-period visit charge is applicable for deduction when product is purchased, subject to adjustment of free-training visits). During this trial-period and thereafter, all possible assistance is made available to you, including free online training and technical support. However, please read the End-User license agreement, before making full payment. When Payment is done for the product, it is considered to be used w.e.f the start of trial-period. Free-training / setup visits allotted is to be completed within 15-25 days. As per End-User license agreement, the product is provided “as is”, no refund is available.
- 2) **REGULAR SUBSCRIPTION / UPDATES:** Subscription for annual updates of software will be announce from time to time and will be informed to clients by SMS alerts, web-site news pages, or emails etc. As K. P. Soft Services does not force to purchase updates, clients pays for updates, only remedy is to receive updates, so no refund is available.
- 3) **IRREGULAR SUBSCRIPTION / UPDATES:** As K. P. Soft Services does not force to pay for updates, if client may not updated for a particular update. However, such, missed updates can be regularised by paying a different fee, for updates up to latest updates available. Such fee for version to version will be announce from time to time, and will be informed to clients by SMS alerts, web-site news pages, or emails etc. After paying for such irregular (delated), the only remedy is to receive updates, so no refund is available.
- 4) **ADVANCE FOR NEW PRODUCT:** If any new customer has paid full amount in advance, and then, there after, (may be due to party’s circumstances,) if service initiating actions (like installation, training, setup... etc.) has not occurred at all, such advance is qualifies for refund when demanded by the party. In such case, refund amount is arrived at by considering the advance received date, and the refund demand date. Full refund within 25 days. After 25 days 10% deduction is application, after 50 days, 25% deduction is applicable, and after 90 days 40% deduction is applicable.

## **Updates in this document:**

NOTE: K. P. Soft service reserves the rights to update and extend this document. So, latest document published on website will override any previous release. User are requested to re-view this document from time to time.